

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, CA 95814



April 9, 1990

ALL-COUNTY LETTER NO. 90-32

TO: ALL COUNTY WELFARE DIRECTORS

SUBJECT: PRIVATELY-FUNDED SOVIET JEWISH REFUGEES

REFERENCE: ACL NO. 86-13, ACIN NO. I-06, and ACIN NO. I-70-89

The purpose of this letter is to notify County Welfare Departments (CWDs) that the Council of Jewish Federations/Hewbrew Immigrant Aid Society (CJF/HIAS), a Voluntary Resettlement Agency (VOLAG), has recently entered into a Memorandum of Understanding with the State Department (see Attachment) to conduct a privately-funded admission and resettlement project in the United States (U.S.) during Fiscal Year 1990 of up to 8,000 Soviet Jewish refugees. Approximately, 1,000 of these individuals will resettle in the State of California.

The CJF/HIAS is responsible for all costs of admission (processing, transportation, documentation, medical examination), reception, placement, health benefits, financial support and training of this specialized group of refugees for two years after admission to the U.S., or until they attain the status of an alien lawfully admitted for permanent residence under the Immigration and Nationality Act, whichever comes first. No Federal funds are being provided to CJF/HIAS for these services.

The CJF/HIAS is stamping the following statement on the face of the Arrival-Departure Record (I-94) of each privately-funded refugee.

**"This refugee is sponsored by the Hebrew Immigrant Aid Society and (name of local Jewish organization). Private resources are available. If public assistance is sought, please call (name of local agency) at (phone number)."**

You may have already started seeing this stamp on I-94's as early as March 12, 1990. As there is no law that prohibits any refugees from receiving public assistance, CWDs need to be aware that these individuals are privately-funded refugees and that contact with the agency on the stamp must be made in order to verify that such individual is receiving private funds and to notify the agency that the refugee has contacted the CWD.

## FISCAL INSTRUCTIONS

The CJF/HIAS has agreed to make reasonable efforts to repay the full costs of any Aid to Families with Dependent Children (AFDC) assistance payments that the refugee may have legitimately received. Any questions associated with the fiscal reporting of money received by the CWD from CJF/HIAS to repay AFDC assistance which was legitimately received by a privately-funded refugee (e.g., if the sponsor failed to provide adequate support) should be addressed to the Fiscal Policy and Procedures Bureau, Assistance Policy Unit, at (916) 445-0482.

If a privately-funded individual applies for and receives public assistance to which he or she is not entitled due to the receipt of sufficient private funds, the assistance payment is to be considered an overpayment. Counties should follow normal procedures for assessing and collecting overpayments in this situation.


## VOLAG CONTACT

As you are aware, contacting the VOLAG is not a new requirement. The VOLAGS are responsible for providing resettlement services to newly arriving refugees during their first 30 days after arrival in the U.S. Therefore, Counties are required, as a part of the regular eligibility determination process, to contact the VOLAG when a refugee applies for Refugee Cash Assistance (RCA) (see Section 69-204.2) or AFDC (see Section 40-131.3c) to determine if the refugee has already been offered assistance by the VOLAG. If the newly arrived RCA or AFDC applicant/recipient has already received assistance from the VOLAG, then the family may not be eligible for aid due to excess income.

## CONFIDENTIALITY

If CJF/HIAS contacts the CWD to determine whether any refugee resettled under their program has applied for publicly-funded cash assistance, it will be necessary for the refugee to sign a specific written consent prior to the CWD responding to CJF/HIAS. This consent allows the requesting organization access to particular confidential information. However, this consent is limited to the specific inquiry only.

If you have any program questions, please contact your County Refugee Program Operations Analyst at (916) 323-2131.

  
for Robert A. Horel  
Deputy Director  
Welfare Program Division

cc: Dr. Sharon Fujii  
Rick Spear  
CWDA

Attachment

## MEMORANDUM OF UNDERSTANDING

WHEREAS THE GOVERNMENT OF THE UNITED STATES ("the Government") is interested in conducting a program for privately funding the admission and resettlement of refugees from the Soviet Union in the United States and has available in fiscal year 1990 up to 10,000 refugee admissions numbers for this purpose;

WHEREAS THE U.S. COORDINATOR FOR REFUGEE AFFAIRS ("the Coordinator") AND THE BUREAU FOR REFUGEE PROGRAMS OF THE DEPARTMENT OF STATE ("the Bureau") have developed policies and procedures for the conduct of such a privately funded resettlement program in consultation with the Department of Justice, the Department of Health and Human Services, and the Office of Management and Budget;

WHEREAS THE COUNCIL OF JEWISH FEDERATIONS AND THE HEBREW IMMIGRANT AID SOCIETY ("CJF/HIAS") have submitted a plan for and demonstrated their willingness and ability to make available private resources to fund the resettlement of Soviet refugees in a mutually acceptable manner;

THE COORDINATOR, THE BUREAU, AND CJF/HIAS HEREBY AGREE to conduct a project for the privately funded admission and resettlement in the United States during Fiscal Year 1990 of up to 8,000 Soviet Jewish refugees in accordance with the following conditions, procedures, and understandings:

### Definition of "Privately-Funded Refugees"

1. Twenty percent (20%) of those refugees admitted in Fiscal Year 1990 from the Soviet Union under section 207 (c) of the Immigration and Nationality Act, as amended, ("INA") who are assigned as cases to CJF/HIAS under an existing Cooperative Agreement for Reception and Placement between HIAS and the Bureau shall be "privately-funded refugees" under this Memorandum of Understanding (MOU). CJF/HIAS shall be responsible for designating 20% of newly-admitted refugees as "privately-funded refugees" within thirty (30) days of the refugees' admission to the United States for those admitted after the date this MOU has been signed by all parties and within forty-five (45) days of the date on which this MOU has been signed by all parties for refugees admitted prior to that date. Such designation shall include a principal Soviet refugee applicant together with that principal applicant's spouse and unmarried children, if any, as defined in the INA. The number of privately-funded refugees under this agreement shall not exceed 8,000.

2. CJF/HIAS shall be responsible for permanently affixing to the face of the Arrival-Departure Record ("I-94") of each privately-funded refugee the following statement:

This refugee is sponsored by the Hebrew Immigrant Aid Society and (name of local Jewish organization). Private resources are available. If public assistance is sought, please call (name of local agency) at (phone number).

3. Within 30 days of the end of the month of arrival of the privately-funded refugee for refugees admitted after the date this MOU has been signed by all parties, and within sixty 60 days of the date this MOU has been signed by all parties for refugees admitted between October 1, 1989, and the date this MOU has been signed by all parties, CJF/HIAS shall notify the Bureau of the following:

- a. Principal applicant's full name and alien registration number ("A number");
- b. Names(s) and "A number(s)" of accompanying family members, if any;
- c. Arrival date and city or town in which the principal applicant and his/her family were resettled;
- d. The name of the principal applicant's local sponsoring entity.

Photocopies of each refugee's stamped I-94 shall be attached to the list.

Responsibilities for "Privately-Funded Refugees"

4. CJF/HIAS shall be responsible for the cost of admission (processing, transportation, documentation, medical examination), Reception and Placement and resettlement of all privately-funded refugees for two years after admission of those refugees to the United States, or until they attain the status of an alien lawfully admitted for permanent residence (LPR) under the INA, whichever comes first, except for care and maintenance in Europe as agreed separately. No federal funds will be provided for these services under an existing cooperative agreement with the Bureau except for care and maintenance in Europe as agreed separately.

5. CJF/HIAS and the local sponsoring entity it approves shall ensure that all Soviet principal applicants and their family members who are designated as privately-funded refugees do not require or financially qualify for publicly-funded cash, medical or food stamp assistance and federally-funded refugee social service programs for two years after their admission to the United States or until they attain LPR status, whichever comes first. This will include providing the resettlement services and material support outlined in Attachment A.

6. CJF/HIAS shall maintain in each casefile for privately-funded refugees covered by this agreement a copy of the Notification of Private Sponsorship, with Russian translation, signed by each refugee over 18 years of age (Attachment C).

7. CJF/HIAS and the local sponsoring entity it approves shall ensure that the privately-funded refugee is covered by an acceptable prepaid health insurance plan or guaranteed free medical services and facilities effective for two years after his/her admission to the United States or until he/she attains LPR status, whichever comes first, and that sufficient privately funded medical resources are available to him/her so that he/she will neither need nor qualify for Medicaid during such period. Documentation evidencing this coverage shall be maintained in each casefile.

8. CJF/HIAS shall only approve a local sponsoring entity to provide resettlement services and material support to the principal applicant and his/her family if the prospective local sponsoring entity is deemed to be financially able to ensure that the principal applicant and his/her family do not require or qualify for publicly-funded cash, medical or food stamp assistance and federally-funded refugee social service programs for two years after admission or until they attain LPR status whichever comes first. The resettlement services and material support necessary will, at a minimum, meet the requirements set forth in Attachment A.

9. CJF/HIAS shall ensure the prompt transfer of the principal applicant's and his/her family's health records to CJF/HIAS's domestic health care providers and to the state and local public health authorities and shall ensure that preventive health screenings are provided by the local sponsoring entity.

10. When CJF/HIAS places refugees in a state that has implemented the SAVE system administered by the Immigration and Naturalization Service (INS) for the verification of immigration documents, CJF/HIAS shall cooperate fully with appropriate federal, state and local officials regarding the inclusion in that system of refugees placed in that state under this MOU.

11. When the principal applicant has been in the United States for approximately one year, CJF/HIAS shall notify him/her and any family members that they are required to present themselves to INS to adjust to LPR status, and shall assist them to so adjust if necessary.

### Corrective Actions

12. CJF/HIAS, through the local sponsoring entity, shall make reasonable efforts to determine whether any refugee resettled under this MOU applies for publicly-funded cash, medical or food stamp assistance or federally-funded refugee social service programs. Should such an application become known to the local sponsoring entity, it will consult with the public agency and counsel such refugee so that the refugee will not need to qualify for such assistance. CJF/HIAS shall be responsible for assuring that reimbursement is made to the affected federal, state or local government for any such assistance actually received by a privately-funded refugee.

13. If the local sponsoring entity of any refugee resettled under this MOU fails or becomes unable to perform the responsibilities set forth in Attachments A and B, CJF/HIAS will arrange for and approve another local sponsoring entity for such person, applying the requirements of paragraph 7, and take such other steps as may be necessary to ensure that such person is provided with the services and support required under this MOU. A Sponsor's Agreement of Understanding of Terms and Acceptance of Responsibility (Attachment B) signed by the new local sponsoring entity shall be submitted to the Bureau as required in paragraph 15.

### Delegation of Authority

14. CJF/HIAS may delegate the performance of any of the functions for which it is responsible under this MOU to a qualified agent who agrees in writing to perform all delegated functions in accordance with this MOU. In the event CJF/HIAS so delegates its functions, it will notify the Bureau in writing of the function delegated and of the name and address of the agent who will perform the function. The delegation of such functions shall not relieve CJF/HIAS of responsibility hereunder for ensuring that such functions are performed in accordance with this MOU.

15. Monthly Notification of Attempts to Access Public Assistance or Change in Local Sponsoring Entity: By the twenty-first day of each month after this MOU has been signed by all parties, CJF/HIAS will notify the Bureau of any known attempts by any privately-funded refugees to access publicly-funded cash, medical or food stamp assistance or federally-funded refugee social service programs during the previous month, and of any breakdowns in sponsorship arrangements during such month, providing the following information:

- a. The name of any refugee resettled under this MOU who CJF/HIAS learns attempted to access publicly-funded cash, medical or food stamp assistance or federally-funded refugee social service programs; the date(s) such access was attempted; the name and

address of the state or local agency or agencies from which assistance was sought; what actions CJF/HIAS took to prevent such access; whether such actions were successful; and, if the person succeeded in accessing publicly-funded cash, medical or food stamp assistance or federally-funded refugee social service programs, the nature and amount of the assistance received and the state or local agency providing the assistance; and what actions are being taken to terminate the use of such assistance, and to provide for reimbursement in accordance with this MOU.

- b. For any cases in which a change in the local sponsorship is made, an explanation of the reasons for the change will be given and a copy of any new Sponsor's Agreement of Understanding of Terms and Acceptance of Responsibility (Attachment B), as required by paragraph 6 above.

16. Regular Six-Month Reporting: CJF/HIAS shall submit a report in a format to be determined by the Bureau and produced by the Refugee Data Center (RDC) on each refugee resettled under this MOU as of six months after his/her arrival. Such report shall be due on the 15th day of the second month following the month in which the six-month period ends. The report will include the following information:

- a. name, date of birth, placement code, date of arrival;
- b. information as to which privately-funded refugees are not "employable" because:
  - (i) he or she is under age 18 or over age 55 at the date of entry into the United States, or
  - (ii) he or she is required to be in the home to care for a child under six years of age or other fully dependant person (only one adult per household unit may be considered to be in this category), or
  - (iii) he or she is unable to work for physical or mental health reasons;
- c. information as to which privately-funded refugees
  - (i) are employed according to the definition in the Reception and Placement Guidelines,
  - (ii) are not employed,
  - (iii) have secondarily migrated,
  - (iv) are unemployed but not receiving public assistance,

- d. additional information may be provided in the comments section of the report.

17. Progress Meetings: Representatives of CJF/HIAS and the U.S. Government will meet periodically under the direction of the Bureau to evaluate the progress of the project and to assess the need for any changes in light of experience. Representatives of concerned state and local governments may be invited to participate in such meetings.

18. Monitoring Trips: The Bureau may provide for on-site monitoring of the progress of the project in areas where refugees resettled under this MOU have been resettled.

19. State and Local Governments: CJF/HIAS will appoint one or more persons to act as a liaison for it with the state and local governments of the areas in which privately-funded refugees are resettled. The names, addresses, and telephone numbers of such persons shall be provided to the Bureau and to concerned state and local government officials. Such person(s) shall consult at appropriate intervals with state and local government officials, informing them of the progress of the project and seeking their views, shall respond to inquiries from such officials, and, in consultation with the Bureau, if necessary, shall resolve any problems that may arise with the implementation of the Memorandum of Understanding that affect state and local governments.

#### Modification and Termination

20. This MOU may be modified at any time by mutual consent of the parties.

21. This MOU may be terminated at any time by the Government or by CJF/HIAS for their own convenience. It is understood that termination for the convenience of the Government may result if, among other things, payments are made to or on behalf of any person admitted under this MOU by any publicly-funded cash, medical or food stamp program or federally-funded refugee social service program within the first two years that such person is in the United States, or until LPR status is obtained, whichever comes first, and corrective action as specified in paragraph 12 is not taken.

22. In the event of termination of admissions under this MOU, CJF/HIAS will remain responsible as provided for herein for all privately-funded refugees as defined under this MOU who were admitted to the United States prior to its termination.

#### Full Agreement

23. This MOU and the attachments hereto represent a full statement of all understandings pertaining to the subject matter as of the date of signature. Other prior communications or correspondence shall be understood to have no effect in varying the terms of this MOU.



IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated herein below.

FOR CJF/HIAS

FOR THE GOVERNMENT OF THE  
UNITED STATES

\_\_\_\_\_  
(Date) (CJF)

\_\_\_\_\_  
(Date) (S/R)

\_\_\_\_\_  
(Date) (HIAS)

\_\_\_\_\_  
(Date) (RP)

\_\_\_\_\_  
(Date) (INS)

ATTACHMENT A

Privately-funded Project  
for the Admission and Resettlement  
of Certain Refugees in the United States  
Under the Sponsorship of CJF/HIAS

RESETTLEMENT SERVICES FOR WHICH

CJF/HIAS

ASSUMES RESPONSIBILITY

1. Prior to designating a principal applicant and his/her family as privately-funded refugees under this MOU, CJF/HIAS will (a) ensure that the local sponsoring entity in the United States which will have primary responsibility for assisting in the principal applicant's resettlement is fully familiar with its resettlement responsibilities, including the responsibility to help to ensure that the principal applicant and his/her family remain self-sufficient for two years after admission to the United States or until he/she attains LPR status, whichever comes first, and the responsibility to repay any public assistance paid by any federal, state or local government agency to the principal applicant and/or his/her family; (b) screen each local sponsoring entity in accordance with paragraph 8 of this MOU; and (c) make available copies of the Agreement of Understanding of Terms and Acceptance of Responsibility (Attachment B) which will be signed by the local sponsoring entity.

2. Within the first week after the designation of a principal applicant and his/her family as privately-funded refugees under this MOU, CJF/HIAS will discuss with them;

- a. The role of CJF/HIAS and the local sponsoring entity and any other individual or group assisting in sponsorship;
- b. The Federal refugee program goal that refugees should be self-sufficient as soon as possible after arrival;
- c. The fact that they have been selected for a special program that will ensure them private assistance and assist them to become self-sufficient without requiring publicly-funded cash, medical or food stamp assistance and federally-funded refugee social service programs;

- d. That the ability of the U.S. Government to admit larger numbers of Soviet Jewish refugees is dependent on the success of this program;
- e. That cooperation in fulfilling the requirements of this program by persons such as themselves is essential to the success of the program.

3. CJF/HIAS will ensure that a case file for each privately-funded refugee family unit is maintained and that it includes the following:

- a. A copy of the Notification of Private Sponsorship (Attachment C), including Russian translation, signed by the principal applicant;
- b. A copy of a statement describing the health insurance coverage or guaranteed free medical services and facilities available to the principal applicant and his/her family.
- c. A written resettlement plan, outlining what actions the local sponsoring entity intends to take for the principal applicant and his/her family members to ensure that they are successfully resettled and do not require public assistance.

4. For a period of two years after admission to the United States or until LPR status is attained, whichever comes first, CJF/HIAS will provide or ensure that the principal applicant and his/her family are provided, if they cannot provide for themselves;

- a. Decent, safe, and sanitary housing;
- b. Essential furnishings;
- c. Food or a food allowance and other basic necessities;
- d. Necessary clothing.

5. CJF/HIAS will ensure that the local sponsoring entity, promptly after the principal applicant's arrival:

- a. Assists the principal applicant and his/her family to obtain social security cards; to register his/her children, if any, for school; and to become employed, as necessary.
- b. Provides the principal applicant and his/her family with orientation concerning the community in which they will be living and the health care system to which the principal applicant and his/her family belong.

- c. Assists the principal applicant and his/her family in obtaining English language and job training at private expense, if necessary.
- d. Provides continuing employment services, if necessary.
- e. Provides health insurance coverage or guaranteed free medical services and facilities effective for two years after admission or until the refugee attains LPR status whichever comes first.

6. All other provisions of the existing Reception and Placement Program Cooperative Agreement between the Bureau and HIAS not inconsistent with this MOU shall also apply.

ATTACHMENT B

Acceptance of Local Sponsorship  
for the Admission and Resettlement  
of Privately-Funded Refugees in the United States  
Under the Auspices of CJF/HIAS

SPONSOR'S AGREEMENT OF UNDERSTANDING OF TERMS

AND

ACCEPTANCE OF RESPONSIBILITY

1. [ENTITY NAME], hereby agrees to act as the local sponsoring entity for persons admitted to the United States as refugees under the sponsorship of HIAS and placed for resettlement in this community and designated by this entity as privately-funded. We will submit to the Bureau, through HIAS, a monthly list of such designated refugees, providing the following information:

- a. Principal applicant's full name and alien registration number ("A number");
- b. Names(s) and "A number(s)" of accompanying family members, if any;
- c. Arrival date and city or town in which the principal applicant and his/her family were resettled;
- d. The name of the principal applicant's local sponsoring entity.

2. [ENTITY NAME] understands that these refugees are part of a special program developed by the United States Government and CJF/HIAS that provides for the private funding of all costs of admission, reception, placement, and resettlement of certain Soviet refugees so as not to require publicly-funded cash, medical or food stamp assistance and federally-funded refugee social service programs for two years after admission or until they attain LPR status, whichever comes first.

3. [ENTITY NAME] agrees to provide all services stipulated in the existing Cooperative Agreement for Reception and Placement between HIAS and the Bureau and all other services stipulated by this MOU as described in attachment A.

4. HIAS shall send to the Bureau a copy of each agreement between each local sponsoring entity and CJF/HIAS. Each local sponsoring entity must keep on file a copy for inspection.

5. Declared under penalty of the laws of the United States that the foregoing is true and correct, and

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_

\_\_\_\_\_  
Signature (on behalf of  
local sponsoring entity)

ATTACHMENT C

Notification to Refugees of Private Sector Sponsorship

You are part of one of the great migrations in Jewish history. To assist in that migration and to assist you, the United States Government has decided to admit a larger number of Soviet refugees this year than ever before.

Accepting this many refugees into the United States has placed a great strain on the U.S. Government's budget. As a result, the American Jewish community has offered to pay for 20 percent of the Soviet Jewish refugees from its own resources and without any U.S. Government funds. This will permit the admission of many additional Soviet refugees to the United States this year.

You have been chosen to participate in this privately funded program while you are in refugee status. Your local sponsoring entity (Jewish Federation, Jewish Family Service Agency, or synagogue) will provide you with all resettlement services and financial assistance. The assistance provided to you by your local sponsor will render you financially ineligible for publicly funded cash and medical assistance, food stamps, and federally funded refugee social service programs.

Your sponsoring agency will take care of your resettlement needs by making available:

- a. housing;
- b. health care;
- c. employment and/or training assistance;
- d. English language instruction; and
- e. any other services deemed by the sponsor to be necessary for your successful resettlement and acculturation.

Your cooperation in carefully following the rules and requirements for refugees in this program is essential to ensure that the U.S. Government and the American Jewish community will be able to continue to resettle as many refugees as possible in the United States.

I have read and understood the above.

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Signature of Refugee

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(Date)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated herein below.

FOR CJF/HIAS

Walter K. 2/6/92 (CJF)  
(Date)

Karl E. Enkman - 1/4/90 (HIAS)  
(Date)

FOR THE GOVERNMENT OF THE  
UNITED STATES

James S. Lafontant (S/R)  
(Date)

Frederic W. [unclear] (EP)  
(Date)

Gene M. [unclear] (INS)  
(Date)



## ПРИЛОЖЕНИЕ С

### Извещение беженцев с принятием на частное материальное обеспечение

Вы принимаете участие в одной из величайших миграций в истории еврейского народа. Для содействия этой миграции и для оказания помощи Вам Правительство Соединенных Штатов решило принять в этом году больше беженцев из Советского Союза, чем когда бы то ни было в прошлом.

Принятие столь большого числа беженцев представляет собой большую нагрузку для бюджета правительства США. По этой причине американская еврейская община предложила финансировать прием 20 процентов беженцев из своих средств, без привлечения фондов правительства США. Благодаря этому в текущем году в Соединенные Штаты сможет въехать дополнительно большое число беженцев из СССР.

Ваша кандидатура была выбрана для участия в указанной программе частного материального обеспечения на время Вашего пребывания в статусе беженца. Организация-спонсор на месте (Еврейская федерация, Еврейское агентство помощи семьям или синагога) окажет Вам все услуги по устройству на месте и предоставит финансовую помощь. Ввиду предоставления Вам помощи от местного спонсора Вы теряете право на получение из общественных финансовых фондов денежных средств, медицинской помощи, фудстемпов (талонов на питание), а также право пользования программами социального обслуживания, финансируемыми из федеральных фондов.

Организация-спонсор обеспечивает следующие виды помощи по Вашему устройству на месте:

- а) жилье/плата за квартиру,
- б) медицинские расходы,
- в) устройство на работу и/или профессиональная подготовка,
- г) обучение английскому языку и
- е) любые другие услуги по усмотрению спонсора, необходимые для Вашего успешного устройства на месте и привыкания к новым условиям.

В соответствии с настоящей программой от Вас требуется строгое выполнение всех правил и положений, установленных для беженцев. Это необходимо, чтобы обеспечить Правительству США и американской Еврейской общине возможность продолжать прием как можно большего числа беженцев в Соединенные Штаты.

Подтверждаю, что я прочел и понял вышеизложенное.

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(Подпись беженца)

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(Дата)